

APPENDIX A

CESAC PLAN 500-1-6  
DROUGHT EMERGENCY PLAN

SAMPLE ASSURANCE AGREEMENT FOR  
TRANSPORTATION OF WATER

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND

FOR THE  
EMERGENCY TRANSPORTATION OF WATER

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between THE UNITED STATE OF AMERICA (hereinafter called the "GOVERNMENT") represented by the District Engineer executing this Agreement, and \_\_\_\_\_ (hereinafter called the "Applicant");

WITNESSETH THAT:

WHEREAS, the act of 20 June 1977 (PL 95-51) authorizes the Secretary of the Army, acting through the Chief of Engineers, to transport water for emergency water supplies to farmers, ranchers, and political subdivisions of the State of \_\_\_\_\_ within areas he determines to be drought distressed; and

WHEREAS, the Applicant, who is a farmer, rancher, or political subdivison by letter dated \_\_\_\_\_, 19 \_\_\_\_, has requested assistance in the emergency transportation of water pursuant to the authority contained in PL 95-51; and

WHEREAS, the Applicant is located within an area which as been determined by the Chief of Engineers to be drought distressed; and

WHEREAS, the Chief of Engineers has determined that, as a result of the drought, the Applicant has an inadequate supply of water for human and livestock consumption, and water cannot be obtained by the Applicant from other sources, including assistance and support from other Federal agencies, and

WHEREAS, the Applicant has agreed to furnish the non-Federal cooperation required by said Federal law and U.S. Army Corps of Engineers regulations for the provision of drought assistance;

NOW THEREFORE, the parties agree as follows:

1. The Applicant agrees that in consideration for the Government's transporting emergency water supplies to the Applicant in response to the Applicant's written request for such assistance and in accordance with the plan for such emergency water supplies developed by the Government under the Federal legislation authorizing such emergency water supplies, the Applicant shall fulfill the requirements of non-Federal cooperation specified in the law and U.S. Army Corps of Engineers regulations to wit:

a. Grant to the Government a right to enter upon, at reasonable times and in a reasonable manner, the lands which the Applicant owns or controls, for the purpose of transporting emergency water supplies.

b. Provide, without cost to the Government, all lands, easements, and rights-of-way determined by the District Engineer to be necessary for the transportation of emergency water supplies.

c. Provide, without cost to the Government, the required storage facility at the terminal point as determined by the District Engineer to be needed for the emergency water supplies.

d. Purchase the supply of water or acquire any water right required for a source of water supply to be transported by the Government under the terms of this agreement.

e. Hold and save the Government free from damages attributable to the provision of the emergency water supplies, except for damage due to the fault or negligence of the Government.

f. Develop a plan of action and initiate such necessary actions to restore a source of water supply or assume the responsibility for the transportation of a supply of water as soon as practicable.

g. Obtain all necessary Federal, state, and local permits required for the provision of said emergency water supplies prior to the commencement of the transportation of water by the Government.

2. It is understood that the Government may not transport emergency water supplies after the Chief of Engineers determines that an adequate supply of water is or could be available to the Applicant.

3. It is understood and agreed that the provision of emergency water supplies by the Government, under the terms of this Agreement, shall not include the purchase by the Government of the water or of any water rights required for a source of water supply nor cost of loading or discharging the water into or from the Government conveyance.

IN THE WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

APPLICANT

BY \_\_\_\_\_  
District Engineer, Charleston  
U.S. Army Corps of Engineers

\_\_\_\_\_

CESAC PLAN 500-1-6  
DROUGHT EMERGENCY PLAN  
SAMPLE ASSURANCE AGREEMENT FOR WELL CONSTRUCTION

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND

FOR THE  
CONSTRUCTION OF A WELL

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between THE UNITED STATE OF AMERICA (hereinafter called the "GOVERNMENT") represented by the District Engineer executing this Agreement, and \_\_\_\_\_ (hereinafter called the "Applicant");

WITNESSETH THAT:

WHEREAS, the act of 20 June 1977 (PL 95-51) authorizes the Secretary of the Army, acting through the Chief of Engineers, to construct wells for emergency water supplies to farmers, ranchers, and political subdivisions within areas he determines to be drought distressed; and

WHEREAS, the Applicant, who is a farmer, rancher, or political subdivison of the state of \_\_\_\_\_ has, by letter dated \_\_\_\_\_, 19\_\_\_\_, made a written request for assistance in the Construction of a well on their property; and emergency transportation of water pursuant to the authority contained in PL 95-51; and

WHEREAS, the Applicant's property is located within an area which as been determined by the Chief of Engineers to be drought distressed; and

WHEREAS, it has been determined by the Chief of Engineers that an adequate supply of water can be made available to the Applicant through the construction of a well; and

WHEREAS, as a result of the drought the well could not be constructed by a private business within a reasonable time; and

WHEREAS, the Applicant has agreed to furnish the non-Federal cooperation required by said Federal law and U.S. Army Corps of Engineers regulations for the provision of drought assistance.

NOW THEREFORE, the parties agree as follows:

1. The Applicant agrees that, if the Government shall commence the construction of a well in response to the Applicant's written request for such assistance and as provided under the Federal legislation authorizing such construction, the Applicant shall, in consideration for the Government's commencing construction of a well, fulfill the requirements of non-Federal cooperation specified in the law and U.S. Army Corps of Engineers regulations, to wit:

a. Grant to the Government a right to enter upon, at reasonable times and in a reasonable manner, lands which the Applicant owns or controls for access to the well construction site for the purpose of constructing the said well.

b. Hold and save the Government free from any damages arising from the construction of the well, except for damages due to the sole fault or negligence of the Government.

c. Pay to the Government the reasonable cost of constructing the well in accordance with the following:

(1) Pay to the Government, at the times and with interest on the unpaid balance as stated herein, the actual reasonable cost of constructing the well, which is to be calculated in accordance with the formula provided in Exhibit A, attached to and made a part of this Agreement. The reasonable cost to construct such well is presently estimated to be \$\_\_\_\_\_.

(2) The interest rate to be used for purposes of computing interest during construction on the unpaid balance will be at the rate which the Chief of Engineers determines would apply if the amount to be repaid was a loan made pursuant to Section 7(b) (2) of the Small Business Act (15 U.S.C. 636). For this Agreement, the interest rate and the estimated reasonable cost of constructing the well, the estimated interest to be paid over the repayment period of\_\_\_\_\_ years in the form of annual payments is \$\_\_\_\_\_. A schedule of annual payments, based upon the estimated reasonable cost of constructing the well and at the stated interest rate over the repayment period, is attached to this Agreement as Exhibit B.

(3) After the well is constructed and operational, the Government will compute the actual reasonable cost of constructing the well and will notify the applicant of this amount. If the actual amount deviates from the estimated amount, the Government will provide the Applicant with a new schedule of annual payments and the

Applicant shall pay to the Government the reasonable cost of constructing the well in annual installments in accordance with this new schedule. If the actual reasonable cost of constructing the well is the same as the estimated cost, the Applicant shall pay to the Government the reasonable cost of constructing the well in annual installments in accordance with Exhibit B of this Agreement. The first annual payment shall be due and payable within 30 days after the Applicant is notified by the Government of the actual reasonable cost of constructing the well. Installments thereafter will be due date. Except for the first payment, which will be applied solely to the retirement of principal, all installments shall include accrued interest.

(4) If the Applicant shall fail to make any payments when due, then the overdue payments shall bear interest, compounded annually at the rate provided above, until paid. The amount charged on payments overdue for a period of less than one year shall be figured on a monthly basis. For example, if the payment is made within the first month after being overdue (31 to 60 days after the anniversary date), one month's interest shall be charged. This provision shall not be construed as giving the Applicant a choice of either making payments when due or paying interest, nor shall it be construed to preclude the Government from pursuing any remedy at law or equity in the event of any default in the requirement of this Agreement for timely annual payments by the Applicant.

(5) The Applicant shall have the right, at any time it so elects, to prepay the indebtedness under this Section, in whole or in part, with accrued interest thereon to the date of such prepayment.

d. Obtain all necessary Federal, state, and local permits required for said well construction prior to the commencement of construction.

e. Maintain and operate the well after completion, without cost to the Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

APPLICANT

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District Engineer, Charleston  
U. S. Army Corps of Engineers

CESAC PLAN 500-1-10  
DROUGHT EMERGENCY PLAN  
ANNEX B  
PLAN DISTRIBUTION

AGENCY	ADDRESS
FEMA	FEMA Regional Director, Region IV Suite 700 1371 Peachtree Street, NE Atlanta, GA 30309
SCEPD	Director S.C. Division of Emergency Management 1429 Senate Street Columbia, SC 29201
SCWRC	Executive Director S.C. Water Resources Commission 1201 Main Street, Suite 1100 Columbia, SC 29201
CESAD	Commander, South Atlantic Division ATTN: CESAD-CO-E 77 Forsyth St. Atlanta, GA 30335-6801
CESAS	Commander, Savannah District ATTN: CESAS-EM P.O. Box 889 Savannah, GA 31402-0889
CESAW	Commander, Wilmington District ATTN: CESAW-EM P.O. Box 1890 Wilmington, NC 28402-1890



## Internal Distribution

CESAC-DE  
CESAC-DD  
CESAC-DP  
Chief, CESAC-EN  
Chief, CESAC-CO  
Chief, CESAC-CT  
Chief, CESAC-OC  
Chief, CESAC-PA